## State of Vermont

Dept of Buildings & General Svcs Office of Purchasing & Contracting 1078 US Rte 2 - Middlesex Montpelier VT 05633-7501 USA



Vendor ID 0000006483 Collins S B Inc PO Box 671 ST Albans VT 054780671 USA

Contract ID		Page				
000000000000000000000000000000000000000	0000013641	1 of 4				
Contract Dates		Origin				
09/01/2008 to 08/3	31/2009	CP				
Description:		Contract Maximum				
CP - #2 FUEL OIL		\$9,999,999.00				
Buyer Name	Buyer Phone	Contract Status				
Laraway.Elizabeth	828-4658	Approved				

Phone #: 802-527-0116

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	2404	#2 FUEL OIL HEATING	GAL	0.01000	0.00	0.00

TO CONFORM TO THE REQUIREMENTS AS ABOVE BUT FOR NO.2 FUEL OIL AND IN ADDITION THE FOLLOWING REQUIREMENTS SHALL BE MET:

ASH CONTENT, MAXIMUM 0.02% BY WEIGHT COPPER STRIP CORROSION NO. 3 CETANE NO. (MINIMUM) 40

FEES/TAXES: THE RACK USED FOR PRICING THE FLOAT/INDEXED BASE PRICING STRUCTURE FOR NO. 2 FUEL OIL IS ALBANY, NEW YORK. ALL PRICING WILL BE BASED ON FRIDAY EDITION OF THE NEW YORK JOURNAL OF COMMERCE EACH WEEK, WHICH REFLECTS PRICES AT THE CLOSE OF BUSINESS ON THE PROCEEDING THURSDAY. THIS IS OBTAINED FROM AN AVERAGE OF THE LOW AND HIGH PRICES FOR THURSDAY. THESE POSTINGS WILL BE MADE AVAILABLE ON THE PURCHASING AND CONTRACT ADMINISTRATION WEB PAGE AT WWW.BGS.STATE.VT.US/FUEL/INDEX.HTM.

INVOICES: ALL INVOICES ARE TO CLEARLY STATE THE PRODUCT TYPE BEING PURCHASED.

TAXES: THE STATE OF VERMONT IS EXEMPT FROM PAYMENT OF STATE OR FEDERAL TAX ON THIS PRODUCT.

CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE OF CONTRACT: TO PROVIDE #2 FUEL OIL FOR VARIOUS STATE AGENCIES

CONTRACT PERIOD: THIS CONTRACT IS WRITTEN FOR A PERIOD OF TWELVE (12) MONTHS BEGINNING SEPTEMBER 1, 2008 WITH AN OPTION TO RENEW FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS UPON MUTUAL AGREEMENT OF BOTH PARTIES.

THIS CONTRACT IS ISSUED IN ACCORDANCE WITH THE STATE OF VERMONT RFP FOR #1, #2, #6 FUEL OILS AND BIO-HEAT ISSUED MAY 15, 2008 AND VENDOR'S RESPONSE DATED JUNE 13, 2008.

PERSON TO CONTACT FOR EXPEDITING STATE OF VERMONT CONTRACT ORDERS:

ROBERT PIGEON - RETAIL/WHOLESALE MANAGER

PHONE: 802-527-0116 EXTENSION 22

FAX NUMBER 802-527-0115

TOLL FREE NUMBER: 800-527-0116 EXTENSION 22

EMAIL: SBCJOLLEY@COMCAST.NET

PERSON TO CONTACT IN THE EVENT OF AN EMERGENCY OCCURING AFTER BUSINESS HOURS OR ON WEEKEND/HOLIDAYS FOR STATE OF VERMONT CONTRACT ORDERS:

ROBERT PIGEON - RETAIL/WHOLESALE MANAGER

CELL PHONE: 802-363-5627

PHONE: 802-527-0116 EXTENSION 22

FAX NUMBER 802-527-0115

TOLL FREE NUMBER: 800-527-0116 EXTENSION 22

EMAIL: SBCJOLLEY@COMCAST.NET

ROBERT CLARK

CELL PHONE: 802-363-7567

PHONE: 802-527-0116 EXTENSION 33

FAX NUMBER 802-527-0115

TOLL FREE NUMBER: 800-527-0116 EXTENSION 33

EMAIL: SBCFLEET@VERIZON.NET

STATE OF VERMONT STANDARD STATE CONTRACT PROVISIONS: COMMODITY PURCHASES DATED JUNE 1, 2008 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE

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Contract ID 000000000000000000013641 **Contract Dates** Origin 09/01/2008 to 08/31/2009 CP Description: **Contract Maximum** CP - #2 FUEL OIL

**Buyer Name** Laraway, Elizabeth **Buyer Phone** 

828-4658

Page

2 of

\$9,999,999.00

Contract Status

Approved

Vendor ID 000006483 Collins S B Inc PO Box 671 ST Albans VT 054780671

Phone #: 802-527-0116

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						Unit	Max	Max
Line #	Item ID	Item Desc			UOM	Price	Qty	Amt
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<b>NECESS</b>	SARY.							

DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

THE CARRIER IS RESPONSIBLE FOR THE PROPER TRANSFER OF REGULATED SUBSTANCES AND SHALL EMPLOY PRACTICES FOR PREVENTING RELEASES CAUSED BY TRANSFER SPILLS AND OVERFILLS. PRIOR TO TRANSFER, THE CARRIER SHALL DETERMINE BY GAUGING THAT THE TANK HAS AVAILABLE CAPACITY TO RECEIVE THE VOLUME OF PRODUCT TO BE TRANSFERRED. THE CARRIER SHALL REMAIN WITHIN 25 FEET OF THE CARGO TANK TO MONITOR EVERY ASPECT OF THE DELIVERY AND SHALL TAKE IMMEDIATE ACTION TO STOP THE FLOW OF REGULATED SUBSTANCE WHEN THE CAPACITY OF THE TANK HAS BEEN REACHED OR SHOULD AN EQUIPMENT FAILURE OR EMERGENCY OCCUR.

DELIVERY SLIPS, METER PRINTED DELIVERY RECEIPT OR A COPY OF THE CONTRACTOR'S SUPPLIER'S STATEMENT OF DELIVERY SHALL BE SIGNED BY AN EMPLOYEE AT THE TIME OF THE DELIVERY. A COPY WILL BE LEFT AT THE DELIVERY LOCATION AND A COPY IS TO BE FORWARDED BY THE VENDOR WITH THE INVOICE TO THE APPROPRIATE PAYABLE OFFICE FOR PAYMENT ON A MONTHLY BASIS.

THE CONTRACTOR WILL BE EXPECTED TO MAKE NECESSARY ARRANGEMENTS WITH USING AGENCIES TO ASSURE A SUFFICIENT SUPPLY REMAIN IN THE TANKS AT ALL TIMES DURING THE PERIOD OF THE CONTRACT.

THE SUCCESSFUL BIDDER SHALL MANAGE THE FUEL LEVELS IN EACH ¿AUTOMATIC DELIVERY¿ REQUIRED LOCATION. THE TANK(S) SHALL BE MANAGED IN SUCH A MANNER THAT THE INDIVIDUAL TANK WILL NOT RUN OUT OF FUEL. IF FOR ANY REASON A TANK RUNS DRY, THE SUCCESSFUL BIDDER WILL BE RESPONSIBLE TO:

- IMMEDIATELY REFUEL TANK.
- RESTART ANY OR ALL BOILERS/FURNACES AND OR WATER HEATERS AFFECTED AND PERFORM ANY BOILER/FURNACE MAINTENANCE REQUIRED DUE TO THE FUEL OUTAGE.
- ACCEPT AND PROCESS CLAIMS FOR DAMAGE CAUSED TO THE BUILDING BECAUSE OF LOSS OF HEAT SUCH AS BROKEN PIPES, FROZEN COILS, WATER DAMAGE, ETC.

THE STATE EXPECTS THE VENDOR TO WORK COOPERATIVELY WITH THE PREVIOUS VENDOR FOR TRANSFER OF ACCOUNTS. THIS WILL INCLUDE BUT NOT LIMITED TO REQUESTS FOR PREVIOUS DELIVERY INFORMATION INCLUDING THE AMOUNT/LOCATION HAS USED IN THE RECENT PAST.

DELIVERY - EMERGENCY: EMERGENCY DELIVERIES ARE DEFINED AS DELIVERIES OUTSIDE THE NORMAL DELIVERY SCHEDULE AS DEEMED NECESSARY BY ANY AUTHORIZED STATE OFFICIAL. EMERGENCY MAY BE THE RESULT OF A STATE OR NATIONAL DISASTER, SECURITY INCIDENT, HAZARDOUS WEATHER, CIVIL PREPAREDNESS, OR ANY NON-ROUTINE EVENT. UNDER THESE CIRCUMSTANCES CONTRACTORS UNDER THIS AWARD ARE REQUIRED TO MAKE EVERY POSSIBLE EFFORT TO DELIVER AS EXPEDITIOUSLY AS POSSIBLE. AWARDED CONTRACTORS SHALL BE REQUIRED TO IDENTIFY AN INDIVIDUAL WHO WILL SERVE AS THE STATE; S SINGLE POINT OF CONTACT FOR COORDINATION OF EMERGENCY RESPONSES.

ACCOUNT NUMBERS: WITHIN 30 DAYS OF CONTRACT AWARD EACH VENDOR IS REQUIRED TO SUBMIT TO BETSY LARAWAY, PURCHASING AGENT, 1078 US ROUTE 2 MIDDLESEX, VT 05633-7501 A LIST OF ALL ACCOUNT NUMBERS FOR EACH OF THE VARIOUS FUEL SITES. THE ACCOUNT NUMBERS SHALL BE SUBMITTED ELECTRONICALLY TO BETSY.LARAWAY@STATE.VT.US IN AN EXCEL FORMAT LISTING EACH ACCOUNT NUMBER, SITE NAME, COMPLETE SITE ADDRESS, FUEL TYPE AND DELIVERY SCHEDULE (I.E. EVERY 30 DAYS, 60 DAYS ETC).

TANKS: ALL TANKS ARE CONSIDERED TO BE THE PROPERTY OF THE STATE OF VERMONT UNLESS OTHERWISE SPECIFIED.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

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Laraway, Elizabeth	828-4658	Approved			

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			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL MEET THE SPECIFICATIONS AS DETAILED BY FUEL TYPE. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACT FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15

REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15

REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15

REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT: BETSY LARAWAY PURCHASING AGENT 802-828-4658 FAX # 802-828-2222

betsy.laraway@state.vt.us

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Page 4 of 4 Contract ID 000000000000000000013641 **Contract Dates** Origin 09/01/2008 to 08/31/2009 **Description**: CP **Contract Maximum** \$9,999,999.00 CP - #2 FUEL OIL **Buyer Phone Buyer Name Contract Status** Laraway, Elizabeth 828-4658 Approved

	Pho	ne #:	802-527-0116										
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#	Item ID		Item Desc						ι	JOM	Price	Qty	Amt
	WE	THE	UNDERSIGNED	PARTIES	AGREE	TO	BE	BOUND	BY	THIS	CONTRACT		

Line # Item ID		Item Desc					UOM	Price	Qty	Am
ī	VE THE	UNDERSIGNED	PARTIES	AGREE	TO BE	BOUND	BY THIS	CONTRACT		
By the STATE	of VER	MONT				By the	e CONTRAC	FOR		
Date:						Date:				
Signature:						Signa	ture:			
Name:						Name:				
Title:						Title	:			
Email:						Email	:			